

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO

IN RE

\* BKRTCY. NO. 22-00979 MCF

COLON MARRERO, JUAN EDUARDO  
xxx-xx-9827

\* CHAPTER 13

DEBTOR

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**DEBTOR'S MOTION AND NOTICE OF FILING OF POST-CONFIRMATION  
MODIFICATION OF CHAPTER 13 PLAN 11 USC §1329**

**TO THE HONORABLE COURT:**

**COMES NOW, JUAN EDUARDO COLON MARRERO**, the Debtor in the above captioned case, through the undersigned attorney, and very respectfully state and pray as follows:

1. The DEBTOR is hereby submitting a post-confirmation modification of Chapter 13 Plan, 11 USC Section 1329, dated March 01, 2023, herewith and attached to this motion.

2. This Plan modification is filed to **amend Part 3 Section 3.6 to delete the provision for First Bank since its collateral is being surrendered; and Part 8, Section 8.4 to state that the correct reference to Part 3 Section 3.5 as to First Bank Claim No. 3-1, in the present Chapter 13 case.**

**NOTICE PURSUANT TO LOCAL BANKRUPTCY RULE 3015(f)**

Within twenty-one (21) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

I CERTIFY, that on this same date a copy of this Notice was filed with the Clerk of the Court using the CM/ECF system which will send notice of same to the Chapter 13 Trustee, and all CM/ECF participants; I also certify that a copy of this notice was sent via regular mail to the Debtor and to all creditors and interested parties appearing in the master address list (CM/ECF non-participants), hereby attached.

**RESPECTFULLY SUBMITTED.** In San Juan, Puerto Rico, this 1<sup>st</sup> day of March, 2023.

*/s/Roberto Figueroa Carrasquillo*  
USDC #203614  
**RFIGUEROA CARRASQUILLO LAW OFFICE PSC**  
ATTORNEY FOR the DEBTOR  
PO BOX 186 CAGUAS PR 00726  
TEL NO 787-744-7699 787-963-7699  
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UNITED STATES BANKRUPTCY COURT  
District of Puerto Rico, San Juan Division

In Re  
COLON MARRERO, JUAN EDUARDO

XXX-XX-9827

Case No: 22-00979 MCF

Chapter 13

Check if this is a pre-confirmation amended plan.

Check if this is a post confirmation amended plan

Proposed by:

Debtor(s)

Trustee

Unsecured creditor(s)

If this is an amended plan, list below the sections of the plan that have been changed.

3.6; 8.4

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Puerto Rico Local Form G

Chapter 13 Plan dated 03/01/2023

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PART 1 Notices

**To Debtors:** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. The headings contained in this plan are inserted for reference purposes only and shall not affect the meaning or interpretation of this plan.

**If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.** The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under this plan, unless ordered otherwise.

If a claim is withdrawn by a creditor or amended to an amount less than the amount already disbursed under the plan on account of such claim: (1) The trustee is authorized to discontinue any further disbursements to related claim; (2) The sum allocated towards the payment of such creditor's claim shall be disbursed by the trustee to Debtor's remaining creditors. (3) If such creditor has received monies from the trustee (Disbursed Payments), the creditor shall return funds received in excess of the related claim to the trustee for distribution to Debtor's remaining creditors. (4) If Debtor has proposed a plan that repays his or her creditors in full, funds received in excess of the related claim shall be returned to the Debtor.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of a secured claim, set out in Section 3.2, which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 8	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

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PART 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make payments to the trustee as follows:

PMT Amount	Period(s)	Period(s) Totals	Comments
0.00	1	0.00	
475.00	1	475.00	
477.00	1	477.00	
0.00	1	0.00	
477.00	2	954.00	
0.00	3	0.00	
175.00	51	8,925.00	
<b>Subtotals</b>	<b>60</b>	<b>10,831.00</b>	

*Insert additional lines if needed*

If fewer than 60 months of payments are specified, additional monthly payments will be made to the extent necessary to make the payments to creditors specified in this plan.

## 2.2 Regular payments to the trustee will be made from future income in the following manner:

*Check all that apply.*

Debtor(s) will make payments pursuant to a payroll deduction order.  
 Debtor(s) will make payments directly to the trustee.  
 Other (specify method of payment): \_\_\_\_\_

## 2.3 Income tax refunds:

Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will comply with 11 U.S.C. § 1325(b)(2). If the Debtor(s) need(s) to use all or a portion of such "Tax Refunds," Debtor(s) shall seek court authorization prior to any use thereof.

## 2.4 Additional payments:

*Check one.*

None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

## **PART 3: Treatment of Secured Claims**

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### 3.1 Maintenance of payments and cure of default, if any.

*Check one.*

None. If "None" is checked, the rest of § 3.1 need not be completed or reproduced.

### 3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

*Check one.*

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

*The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.*

### 3.3 Secured claims excluded from 11 U.S.C. § 506.

*Check one.*

None. If "None" is checked, the rest of § 3.3 need not be completed or reproduced.

### 3.4 Lien Avoidance.

*Check one.*

None. If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

### 3.5 Surrender of collateral.

*Check one.*

None. If "None" is checked, the rest of § 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. Section 362(a) be terminated as to the collateral only and

that the stay under Section 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below.

Name of Creditor	Collateral
<u>First Bank PR Claim No. 3-1</u>	<u>2019 KIA Soul motor vehicle</u>

**3.6 Pre-confirmation adequate protection monthly payments (“APMP”) to be paid by the trustee.**

Payments pursuant to 11 USC §1326(a)(1)(C):  
Name of secured creditor      \$ Amount of APMP

Comments

*Insert additional lines as needed.*

Pre-confirmation adequate protection payments made through the plan by the trustee are subject to the corresponding statutory fee.

**3.7 Other secured claims modifications.**

*Check one.*

**None.** If “None” is checked, the rest of § 3.7 need not be completed or reproduced.

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## **PART 4: Treatment of Fees and Priority Claims**

**4.1 General**

Trustee's fees and all allowed priority claims, including domestic support obligations other than those treated in § 4.5, will be paid in full without postpetition interest.

**4.2 Trustee's fees**

Trustee's fees are governed by statute and may vary during the term of the plan, nevertheless are estimated for confirmation purposes to be 10 % of all plan payments received by the trustee during the plan term.

**4.3 Attorney's fees**

*Check one.*

**Flat Fee:** Attorney for Debtor(s) elect to be compensated as a flat fee for their legal services, up to the plan confirmation, according to LBR 2016-1(f).

**OR**

**Fee Application:** The attorneys' fees amount will be determined by the court, upon the approval of a detailed application for fees and expenses, filed not later than 14 days from the entry of the confirmation order.

Attorney's fees paid pre-petition:	<u>\$ 132.00</u>
Balance of attorney's fees to be paid under this plan are estimated to be:	<u>\$ 3,868.00</u>
If this is a post-confirmation amended plan, estimated attorney 's fees:	<u>\$ 500.00</u>

**4.4 Priority claims other than attorney's fees and those treated in §§ 4.5, 4.6.**

*Check one.*

**None.** If “None” is checked, the rest of § 4.4 need not be completed or reproduced.

**4.5 Domestic support obligations assigned or owed to a governmental unit and paid less than full amount.**

*Check one.*

**None.** If “None” is checked, the rest of § 4.5 need not be completed or reproduced.

**4.6 Post confirmation property insurance coverage**

*Check one.*

**None.** If “None” is checked, the rest of § 4.6 need not be completed or reproduced.

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## **PART 5: Treatment of Nonpriority Unsecured Claims**

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## 5.1 Nonpriority unsecured claims not separately classified.

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata. If more than one option is checked, the option providing the largest payment will be effective.

*Check all that apply.*

The sum of \$ \_\_\_\_\_.

\_\_\_\_\_ % of the total amount of these claims, an estimated payment of \$ \_\_\_\_\_.

The funds remaining after disbursements have been made to all other creditors provided for in this plan.

If the estate of the Debtor(s) were liquidated under chapter 7, nonpriority unsecured claims would be paid approximately \$ \_\_\_\_\_.

## 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

*Check one.*

**None.** If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

## 5.3 Other separately classified nonpriority unsecured claims.

*Check one.*

**None.** If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

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## PART 6: Executory Contracts and Unexpired Leases

### 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

*Check one.*

**None.** If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

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## PART 7: Vesting of Property of the Estate & Plan Distribution Order

### 7.1 Property of the estate will vest in the Debtor(s) upon

*Check the applicable box:*

Plan confirmation.

Entry of discharge.

Other: \_\_\_\_\_

### 7.2 Plan distribution by the trustee will be in the following order:

*(The numbers below reflect the order of distribution; the same number means prorated distribution among claims with the same number.)*

1. Distribution on Adequate Protection Payments (Part 3, Section 3.6)
1. Distribution on Attorney's Fees (Part 4, Section 4.3)
1. Distribution on Secured Claims (Part 3, Section 3.1) – *Current contractual installment payments*
2. Distribution on Post Confirmation Property Insurance Coverage (Part 4, Section 4.6)
2. Distribution on Secured Claims (Part 3, Section 3.7)
2. Distribution on Secured Claims (Part 3, Section 3.1) – *Arrearage payments*
3. Distribution on Secured Claims (Part 3, Section 3.2)
3. Distribution on Secured Claims (Part 3, Section 3.3)
3. Distribution on Secured Claims (Part 3, Section 3.4)
3. Distribution on Unsecured Claims (Part 6, Section 6.1)
4. Distribution on Priority Claims (Part 4, Section 4.4)
5. Distribution on Priority Claims (Part 4, Section 4.5)
6. Distribution on Unsecured Claims (Part 5, Section 5.2)
6. Distribution on Unsecured Claims (Part 5, Section 5.3)
7. Distribution on General Unsecured claims (Part 5, Section 5.1)

Trustee's fees are disbursed before each of the distributions above described pursuant to 28 U.S.C. § 586(e)(2).

## **PART 8: Nonstandard Plan Provisions**

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### **8.1 Check "None" or list the nonstandard plan provisions**

**None.** If "None" is checked, the rest of Part 8 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**Each paragraph below must be numbered and labeled in boldface type, and with a heading stating the general subject matter of the paragraph.**

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3.

#### **8.2 This Section modifies LBF-G, Part 3: Retention of Lien:**

The lien holder of any allowed secured claim, provided for by the Plan in its Part 3, will retain its lien according to the terms and conditions required by 11 USC 1325(a)(5)(B)(i)(I) & (II).

#### **8.3 This section modifies LBF-G, Part 2, Section 2.3: Income Tax Refunds to be used to fund the plan:**

Tax refunds will be devoted each year, as periodic payments, to fund the plan until the plan's completion. The tender of such payments shall deem the plan modified by such amount, increasing the base without the need of further Notice, Hearing or Court Order. If the Debtor(s) need(s) to use all or portion of such "Tax Refunds", Debtor(s) shall seek Court's authorization prior to any use of funds.

#### **8.4 This Section modifies LBF-G, Part 3, Section 3.5 as to FirstBank Puerto Rico (POC 3-1):**

The Debtor is electing to surrender to FirstBank Puerto Rico Claim No. 3-1 its collateral a 2019 KIA Soul (See: Part 3, Section 3.5) The Trustee has already distributed funds to First Bank Puerto Rico under the terms of the confirmed Plan in the sum of \$1,438.44, the Trustee will not make any further payment(s) to FirstBank Puerto Rico, unless an allowed unsecured claim is filed by First Bank Puerto Rico resulting from the disposition of its collateral, which shall be treated under Part 5 of the Plan.

*Insert additional lines as needed.*

## **PART 9: Signature(s)**

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/s/ Roberto Figueroa Carrasquillo

Date March 01, 2023

Signature of attorney of Debtor(s)

RFIGUEROA CARRASQUILLO LAW OFFICE PSC

Date

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Signature(s) of Debtor(s) (required if not represented by an attorney; otherwise optional)

Date

**By filing this document, the attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in Local Form G (LBF-G), other than any nonstandard provisions included in Part 8.**

Label Matrix for local noticing  
0104-3  
Case 22-00979-MCF13  
District of Puerto Rico  
Old San Juan  
Wed Mar 1 11:10:00 AST 2023

US Bankruptcy Court District of P.R.  
Jose V Toledo Fed Bldg & US Courthouse  
300 Recinto Sur Street, Room 109  
San Juan, PR 00901-1964

FIRSTBANK PUERTO RICO  
C/O MARIA M BENABE RIVERA ESQ  
PO BOX 9146  
SANTURCE, PR 00908-0146

PRA Receivables Management, LLC  
POB 41067  
Norfolk, VA 23541-1067

American Express National Bank  
c/o Becket and Lee LLP  
PO Box 3001  
Malvern PA 19355-0701

Amex  
PO Box 981537  
El Paso, TX 79998-1537

At&T  
PO Box 192830  
San Juan, PR 00919-2830

BANCO POPULAR DE PUERTO RICO  
BANKRUPTCY DEPARTMENT  
PO BOX 366818  
SAN JUAN PR 00936-6818

Capital One Bank (USA), N.A.  
by American InfoSource as agent  
PO Box 71083  
Charlotte, NC 28272-1083

Citibank, N.A.  
5800 S Corporate Pl  
Sioux Falls, SD 57108-5027

(p)PUERTO RICO TELEPHONE COMPANY DBA CLARO PR  
PO BOX 360998  
SAN JUAN PR 00936-0998

Comenity Capital Bank  
PO Box 182273  
Columbus, OH 43218-2273

Direct TV  
Road 887 Esq 848  
Carolina, PR 00983

FIRSTBANK  
CONSUMER SERVICE CENTER  
BANKRUPTCY DIVISION - (CODE 248)  
PO BOX 9146, SAN JUAN PR 00908-0146

First Premier Bank  
3820 N Louise Ave  
Sioux Falls, SD 57107-0145

Gordon's Jewelers  
PO Box 659819  
San Antonio, TX 78265-9119

LVNV Funding, LLC  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

(p)LUMA ENERGY  
REVENUE PROTECTION  
PO BOX 364267  
SAN JUAN PR 00936-4267

Midland Credit Managem  
320 E Big Beaver Rd  
Troy, MI 48083-1271

Midland Credit Management PR LLC  
PO Box 190819  
San Juan, PR 00919-0819

Midland Credit Management, Inc.  
PO Box 2037  
Warren, MI 48090-2037

Portfolio Recov Assoc  
120 Corporate Blvd Ste 100  
Norfolk, VA 23502-4952

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Premier Bankcard, LLC  
Jefferson Capital Systems LLC Assignee  
Po Box 7999  
Saint Cloud MN 56302-7999

(p)RODRIGUEZ FERNANDEZ LAW OFFICE LLC  
ATTN ISLAND PORTFOLIO AS SERVICER OF FAIRWAY ACQUI  
P O BOX 361110  
SAN JUAN PR 00936-1110

Sears/Cbna  
PO Box 6217  
Sioux Falls, SD 57117-6217

Synch/Jc Penney Pr  
PO Box 965007  
Orlando, FL 32896-5007

Synch/Pearle Vision  
C/o  
PO Box 965036  
Orlando, FL 32896-5036

Synch/Walmart  
PO Box 31293  
Salt Lake City, UT 84131-0293

Synch/Walmart  
PO Box 965024  
Orlando, FL 32896-5024

Syncb/tjx Cos  
PO Box 965015  
Orlando, FL 32896-5015

Synchrony Bank  
PO Box 105972  
Atlanta, GA 30348-5972

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk VA 23541-1021

Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541-1021

Webbank/fingerhut  
13300 Pioneer Trl  
Eden Prairie, MN 55347-4120

JOSE RAMON CARRION MORALES  
PO BOX 9023884  
SAN JUAN, PR 00902-3884

JUAN EDUARDO COLON MARRERO  
URB VILLA CALIZ I 1 VERDAD STREET  
CAGUAS, PR 00727

JUANA MARIA CORREA QUINONES  
URB VILLA CALIZ I 1 VERDAD STREET  
CAGUAS, PR 00727

MONSITA LECAROZ ARRIBAS  
OFFICE OF THE US TRUSTEE (UST)  
OCHOA BUILDING  
500 TANCA STREET SUITE 301  
SAN JUAN, PR 00901

ROBERTO FIGUEROA CARRASQUILLO  
PO BOX 186  
CAGUAS, PR 00726-0186

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Claro  
PO Box 360998  
San Juan, PR 00936-0998

Luma Energy  
PO Box 364267  
San Juan, PR 00936

Portfolio Recovery Associates, LLC  
POB 12914  
Norfolk VA 23541

Rodriguez Fernandez Law Offices, P.S.C.  
PO Box 71418  
San Juan, PR 00936-8518

End of Label Matrix	
Mailable recipients	39
Bypassed recipients	0
Total	39